

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENTS AND INTANGIBLES

This Assignment and Assumption of Service Agreements and Intangibles (the "Assignment") is made as of November 22, 2017, between Bridge Perth Amboy Urban Renewal, LLC, a New Jersey limited liability company, formerly known as Bridge Perth Amboy, LLC, a New Jersey limited liability company ("Assignor"), and Duke Realty ePort Urban Renewal, LLC, a New Jersey limited liability company ("Assignee").

Recitals

A. Assignor and Duke Realty Limited Partnership entered into that certain Purchase and Sale Agreement dated as of May 23, 2017, as amended and thereafter assigned to Assignee, to convey to Assignee and Assignee has agreed to purchase from Assignor, the real estate and improvements commonly known by the street addresses of 960 High Street, 980 High Street and 1000 High Street, Perth Amboy, New Jersey (the "Property").

B. Assignor desires to transfer and assign to Assignee and Assignee desires to accept and assume all of Assignor's right, title, and interest, if any, in and to the following items related to the Property and/or used in connection therewith: (i) all Warranties; (ii) all Permits; and (iii) any and all other intangible personal property (such as, but not limited to, plans drawings and specifications, contracts, trademarks, trade names and websites) (collectively, the "Intangibles").

C. All capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals which are incorporated into the body of this Assignment as if fully rewritten and restated herein, and certain good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, and Assignee's successors and assigns, all of Assignor's right, title and interest in and to those items referenced in Recital B above.

2. Assumption. Assignee hereby accepts the foregoing transfers and assignments, and on and after the date hereof, and hereby assumes and will observe and perform all obligations and duties imposed on Seller or the owner of the Property to the extent same arise from and after the date hereof (but not prior thereto), subject to the terms and conditions of this Assignment.

3. Indemnification. Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses, including but not limited to attorneys' fees and expenses (collectively, "Losses") asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder which accrue from and after the date of this Assignment. Assignor agrees to indemnify and hold Assignee harmless from and against any and all Losses asserted against or incurred by Assignee by reason of or arising out of any failure by Assignor to perform its obligations related to the Intangibles, to the extent the same arose or accrued prior to the date of this Assignment.

4. Successors and Assigns. The covenants and agreements herein set forth shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State where the Property is located.

6. Entire Agreement. This Assignment embodies the complete agreement of the parties hereto with respect to the subject matter hereof, and cannot be altered, amended or modified except by their written agreement.


7. Counterparts. To facilitate execution of this Assignment, this Assignment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Assignment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

Bridge Perth Amboy Urban Renewal, LLC, a New
Jersey limited liability company

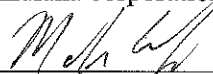
By: 
Name: John Maduros
Authorized Signatory

ASSIGNEE:

DUKE REALTY ePORT URBAN RENEWAL, LLC,
a New Jersey limited liability company

By: Duke Realty Limited Partnership, an Indiana
limited partnership, its sole member

By: Duke Realty Corporation, an
Indiana corporation, its general partner

By:  _____

Name: Mark Crawford

Title: Vice President